



YAU 3738

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

TRANSMITTAL
FORM

(to be used for all correspondence after filing)

Total number of Pages in this submission

| | |
|----------------------|-------------------|
| Application Number | 08/993,696 |
| Filing Date | December 18, 1997 |
| First Named Inventor | SCHANZLIN, et al |
| Group Art Unit | 3738 |
| Examiner Name | D. Willse |
| Attorney Docket No. | KV-28.21 |

Assistant Commissioner for Patents
Washington, D.C. 20231

ENCLOSURES (check all that apply)

- | | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|
| <input type="checkbox"/> FEE TRANSMITTAL FORM <input type="checkbox"/> FEE ATTACHED | <input type="checkbox"/> ASSIGNMENT PAPERS (FOR AN APPLICATION) | <input type="checkbox"/> AFTER ALLOWANCE COMMUNICATION TO GROUP |
| <input type="checkbox"/> AMENDMENT/RESPONSE <input type="checkbox"/> AFTER FINAL <input type="checkbox"/> AFFIDAVITS' DECLARATION(S) | <input type="checkbox"/> DRAWING(S) | <input type="checkbox"/> APPEAL COMMUNICATION TO BOARD OF APPEALS AND INTERFERENCES |
| <input type="checkbox"/> EXTENSION OF TIME | <input type="checkbox"/> LICENSING-RELATED PAPERS | <input type="checkbox"/> APPEAL COMMUNICATION TO GROUP (APPEAL NOTICE, BRIEF, REPLY BRIEF) |
| <input type="checkbox"/> EXPRESS ABANDONMENT REQUEST | <input type="checkbox"/> PETITION ROUTING SLIP (PTO/SB/60) AND ACCOMPANYING PETITION) | <input type="checkbox"/> PROPRIETARY INFORMATION |
| <input type="checkbox"/> INFORMATION DISCLOSURE STATEMENT W/1449 | <input type="checkbox"/> TO CONVERT A PROVISIONAL APPLICATION | <input type="checkbox"/> STATUS LETTER |
| <input type="checkbox"/> CERTIFIED COPY OF PRIORITY DOCUMENT(S) | <input checked="" type="checkbox"/> POWER OF ATTORNEY, REVOCATION CHANGE OF CORRESPONDENCE ADDRESS | <input checked="" type="checkbox"/> ADDITIONAL ENCLOSURE(S) (PLEASE IDENTIFY BELOW): |
| <input type="checkbox"/> RESPONSE TO MISSING PARTS/ INCOMPLETE APPLICATION <input type="checkbox"/> RESPONSE TO MISSING PARTS UNDER 37 CFR 1.52 OR 1.53 COPY OF PTO-1533 | <input type="checkbox"/> TERMINAL DISCLAIMER | Return Post card Certificate Under 37 CFR § 3.73(b) Assignment Copy |
| <input type="checkbox"/> ISSUE FEE TRANSMITTAL <input type="checkbox"/> <input type="checkbox"/> | <input type="checkbox"/> SMALL ENTITY STATEMENT <input type="checkbox"/> REQUEST FOR REFUND | |

REMARKS:

KERAVISION, INC.
48630 MILMONT DRIVE
FREMONT, CALIFORNIA 94538
TELEPHONE: (510) 353-3000
FACSIMILE: (510) 353-3030DATE: August 21, 2000
BY: [Signature]
HARRY J. MACEY, REG. NO. 32,818

CERTIFICATE OF MAILING BY "FIRST CLASS MAIL"

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to: Assistant Commissioner for Patents, Washington, D.C. 20231 on this date: August 22, 2000By: [Signature] Holly MetzRECEIVED
SEP - 1 2000
TC 3700 MAIL ROOM



PATENT
Docket No. KV-28.21

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application for:

David J. SCHANZLIN, et al

Serial No.: 08/993,696

Filing Date: December 18, 1997

For: RADIAL INTRASTROMAL CORNEAL
INSERT AND A METHOD OF INSERTION

Examiner: D. Willse

Group Art Unit: 3738

**REVOCATION OF POWER OF ATTORNEY
OR AUTHORIZATION OF AGENT
AND CHANGE OF ADDRESS**

Assistant Commissioner for Patents
Washington, D.C. 20231

Dear Sir:

We hereby revoke all previous powers of attorney or authorizations of agent given in the above-identified application and hereby appoint:

Harry J. Macey (Reg. No. 32,818), KeraVision, Inc., 48630 Milmont Drive, Fremont, California 94538; and Antoinette F. Konski (Reg. No. 34,202), Baker & McKenzie, 660 Hansen Way, Palo Alto, CA 94304, Telephone: (650) 856-2400, Facsimile: (650) 856-9299

as our attorneys to prosecute the application identified above, and to transact all business in the U.S. Patent and Trademark Office connected therewith.

Please change the correspondence address for the above-identified application and direct all future correspondence to:

Harry J. Macey
KeraVision, Inc.
48630 Milmont Drive
Fremont, California 94538
Telephone: (510) 353-3000
Facsimile: (510) 353-3030

Please direct all telephone calls to Harry J. Macey at (510) 353-3128.

RECEIVED
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We are the applicant of record of the entire interest. A Certificate under 37 C.F.R.
3.73(b) is enclosed.

KERAVISION, Inc.

Date: _____

8/17/00

By: _____

Mark Fischer-Colbrie

Mark Fischer-Colbrie
Vice President and Chief
Financial Officer



RECEIVED
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TC 3700 MAIL ROOM



PATENT
Docket No. KV-28.21

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In re Application for:

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Serial No.: 08/993,696

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TC 3700 MAIL ROOM

CERTIFICATE UNDER 37 CFR § 3.73(b)

KeraVision, Inc., a **Delaware** corporation certifies that it is the assignee of the entire right, title and interest in the patent application identified above by virtue of either:

A. ☒ An assignment from the inventor of the parent application identified above. The has been previously filed.

OR

B. ☐ A chain of title from the inventor(s), of the patent application identified above, to the current assigned as shown below:

1. From: _____ To: _____
The document was recorded in the Patent and Trademark Office at Reel
_____, Frame _____, or for which a copy
thereof is attached.

2. From: _____ To: _____
The document was recorded in the Patent and Trademark Office at Reel
_____, Frame _____, or for which a copy
thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

☒ A copy of the assignment is attached.

The undersigned has reviewed all the documents in the chain of title of the patent application identified above and, to the best of the undersigned's knowledge and belief, title is in the assignee identified above.

I hereby declare that all statements made herein of my own knowledge are true, and that all statements made on information and belief are believed to be true; and further, that these statements are made with

the knowledge that willful false statements, and the like so made, are punishable by fine or imprisonment, or both, under Section 1001, Title 18 of the United State Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

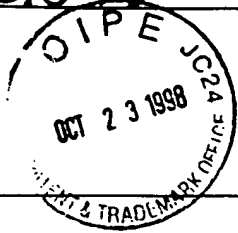
Dated: 8/17/00

By: Mark Fischer-Colbrie
Mark Fischer-Colbrie
Vice President and Chief
Financial Officer



10-23-98

D/\$



RECO

11-02-1998

DEPARTMENT OF COMMERCE

Patent and Trademark Office
Docket No. 251692002821

100866516

To the Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
David J. Schanzlin, Steven M. Verity, Thomas A. Silvestrini and
Robert A. Proudfoot

- ☒ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation-State ☐ Other

Additional name(s) of conveying party(ies) attached? ☐ Yes ☐ No

2. Name and address of receiving party(ies):

Name: KeraVision, Inc.
Internal Address:
Street Address: 48630 Millmont Drive
City: Fremont State: California ZIP: 94538-7353

Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other:

Execution Date: 6/12/98, 5/27/98, 9/9/98, 4/14/98



4. Application number(s) or patent number(s): 08/993,696 filed Dec. 18, 1997

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Frank P. Becking
Morrison & Foerster LLP
755 Page Mill Road
Palo Alto, California 94304-1018

6. Total number of applications and patents involved: 1

7. Total fee (37 C.F.R. § 3.41): \$40.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account, referencing
Attorney Docket 251692002821

8. Deposit account number: 03-1952

The Commissioner is hereby authorized to charge any fees under 37 C.F.R. § 1.21 that may be required by this paper, or to credit any overpayment to Deposit Account No. 03-1952.

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Name: Frank P. Becking
Registration No: 42,309

Signature

October 20, 1998
Date

Total number of pages comprising cover sheet, attachments and document: 7

Mail documents to be recorded with required cover sheet information to:
U.S. Patent and Trademark Office
Office of Public Records
Box Assignments
Crystal Gateway 4, Room 335
Washington, D.C. 20231

pa-306731

0/29/1998 JMWALINS 00000190 08953656

40.00 00

1 FC:501

ASSIGNMENT JOINT

THIS ASSIGNMENT, by David J. Schanzlin, Steven M. Verity, Thomas A. Silvestrini, And Robert A. Proudfoot (hereinafter referred to as the assignors), residing at 32 Wookoaks Trail, St. Louis, Missouri 63124; 1636 Thrush Terrace, St. Louis, Missouri 63144; 1701 Las Trampas Road, Alamo, California 94507; and 3511 Tracy Drive, Santa Clara, California 95051, respectively, witnesseth:

WHEREAS, said assignors have invented certain new and useful improvements in RADIAL INTRASTROMAL CORNEAL INSERT AND A METHOD OF INSERTION, set forth in an application for Letters Patent of the United States, bearing Serial No. 08/993,696 and filed on December 18, 1997; and

WHEREAS, KeraVision, Inc., a corporation duly organized under and pursuant to the laws of California and having its principal place of business at 48630 Milmont Drive, Fremont, California 94538-7353 (hereinafter referred to as the assignee) is desirous of acquiring the entire right, title and interest in and to said inventions and said application for Letters Patent of the United States, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon:

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, said assignors have sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto said assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions, application for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all divisions, continuations and continuations-in-part of said application, or reissues or extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by said assignee, for its own use and the use of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the assignors, had this sale and assignment not been made.

AND for the same consideration, said assignors hereby covenant and agree to and with said assignee its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, said assignors are the sole and lawful owners of the entire right, title and interest in and to said inventions and the application for Letters Patent above-mentioned, and that the same are unencumbered and that said assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, said assignors hereby covenant and agree to and with said assignee, its successors, legal representatives and assigns, that said assignors will, whenever counsel of said assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any application for Letters Patent or any reissue or extension of any Letters Patent, to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said inventions, without charge to said assignee, its successors, legal representatives and assigns, but at the cost and expense of said assignee, its successors, legal representatives and assigns.

AND said assignors hereby request the Commissioner of Patents to issue said Letters Patent of the United States to said assignee as the assignee of said inventions and the Letters Patent to be issued thereon for the sole use of said assignee, its successors, legal representatives and assigns.

4/12/98
Date _____
David J. Schanzlin

Date

Date

5/27/98

Steven M. Verity

Thomas A. Silvestrini

Thomas A. Silvestrini

Date

Robert A. Proudfoot

ASSIGNMENT JOINT

THIS ASSIGNMENT, by David J. Schanzlin, Steven M. Verity, Thomas A. Silvestrini, And Robert A. Proudfoot (hereinafter referred to as the assignors), residing at 32 Wookoaks Trail, St. Louis, Missouri 63124; 1636 Thrush Terrace, St. Louis, Missouri 63144; 1701 Las Trampas Road, Alamo, California 94507; and 3511 Tracy Drive, Santa Clara, California 95051, respectively, witnesseth:

WHEREAS, said assignors have invented certain new and useful improvements in RADIAL INTRASTROMAL CORNEAL INSERT AND A METHOD OF INSERTION, set forth in an application for Letters Patent of the United States, bearing Serial No. 08/993,696 and filed on December 18, 1997; and

WHEREAS, KeraVision, Inc., a corporation duly organized under and pursuant to the laws of California and having its principal place of business at 48630 Milmont Drive, Fremont, California 94538-7353 (hereinafter referred to as the assignee) is desirous of acquiring the entire right, title and interest in and to said inventions and said application for Letters Patent of the United States, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon:

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient considerations, the receipt of which is hereby acknowledged, said assignors have sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto said assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions, application for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all divisions, continuations and continuations-in-part of said application, or reissues or extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by said assignee, for its own use and the use of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the assignors, had this sale and assignment not been made.

AND for the same consideration, said assignors hereby covenant and agree to and with said assignee its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, said assignors are the sole and lawful owners of the entire right, title and interest in and to said inventions and the application for Letters Patent above-mentioned, and that the same are unencumbered and that said assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

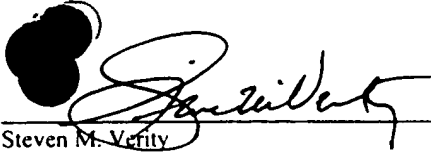
AND for the same consideration, said assignors hereby covenant and agree to and with said assignee, its successors, legal representatives and assigns, that said assignors will, whenever counsel of said assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any application for Letters Patent or any reissue or extension of any Letters Patent, to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said inventions, without charge to said assignee, its successors, legal representatives and assigns, but at the cost and expense of said assignee, its successors, legal representatives and assigns.

AND said assignors hereby request the Commissioner of Patents to issue said Letters Patent of the United States to said assignee as the assignee of said inventions and the Letters Patent to be issued thereon for the sole use of said assignee, its successors, legal representatives and assigns.

Date

David J. Schanzlin

9-9-98
Date


Steven M. Verity

Date

Thomas A. Silvestrini

Date

Robert A. Proudfoot

ASSIGNMENT JOINT

THIS ASSIGNMENT, by David J. Schanzlin, Steven M. Verity, Thomas A. Silvestrini, And Robert A. Proudfoot (hereinafter referred to as the assignors), residing at 32 Wookoaks Trail, St. Louis, Missouri 63124; 1636 Thrush Terrace, St. Louis, Missouri 63144; 1701 Las Trampas Road, Alamo, California 94507; and 3511 Tracy Drive, Santa Clara, California 95051, respectively, witnesseth:

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NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient considerations, the receipt of which is hereby acknowledged, said assignors have sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto said assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions, application for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all divisions, continuations and continuations-in-part of said application, or reissues or extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by said assignee, for its own use and the use of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the assignors, had this sale and assignment not been made.

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AND for the same consideration, said assignors hereby covenant and agree to and with said assignee, its successors, legal representatives and assigns, that said assignors will, whenever counsel of said assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any application for Letters Patent or any reissue or extension of any Letters Patent, to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said inventions, without charge to said assignee, its successors, legal representatives and assigns, but at the cost and expense of said assignee, its successors, legal representatives and assigns.

AND said assignors hereby request the Commissioner of Patents to issue said Letters Patent of the United States to said assignee as the assignee of said inventions and the Letters Patent to be issued thereon for the sole use of said assignee, its successors, legal representatives and assigns.

Date

David J. Schanzlin

Date

Steven M. Verity

Date

Thomas A. Silvestrini

April 14, 1998
Date

Robert A. Proudfoot
Robert A. Proudfoot